



**Berkley National
Insurance Company**

SPECIMEN POLICY

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READ YOUR POLICY CAREFULLY.

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SPECIMEN POLICY

INSURING AGREEMENT

In return for the premium payment and compliance with all applicable provisions of this policy and any endorsements, we agree to provide the insurance coverages as shown on the Declarations Page, which is part of this policy.

By accepting this policy, you agree that the statements on the Declarations Page and any application are your agreements and representations. This policy is issued in reliance upon the truth of your representations during the application process and it includes all agreements existing between you and us or any of our representatives. Any application, whether written or electronic, is a part of this policy.

DEFINITIONS

Throughout this policy most words and phrases that have special meanings appear in **bold**. Only the pronouns “we”, “our”, “us”, “you” and “your” are defined but do not appear in **bold**. This section defines some of the more general terms used in this policy. **Bold** terms that are not listed in this section are defined within the sections they appear.

1. You and your refer to the ‘Insured’ named on the Declarations Page and your spouse if a **resident** of the same household. The term spouse includes a domestic partner or party to a civil union with the ‘Insured’ shown on the Declarations Page when the civil union is established under the laws of your state and the party is a **resident** of the same household.
2. The words we, us, and our, refer to the company, shown on the Declarations Page, which is providing this insurance.
3. **Actual cash value** means the cost to repair or replace the **insured jewelry** less depreciation.
4. **Insured jewelry** means:
 - a. items shown on the Declarations Page under Scheduled Jewelry; or
 - b. **newly acquired jewelry**.
5. **Constructive total loss** means that the cost to recover and/or repair the **insured jewelry** will exceed the applicable limit of insurance less applicable salvage for the damaged item.
6. **Insured** means you and any person, firm, corporation or legal entity that may be possessing the **insured jewelry** with your prior permission.

If the **insured jewelry** is a gift or engagement ring, the name of the individual who has possession of the **insured jewelry** must be listed on the Declarations Page under the Named Insured and Address section.

7. **Newly acquired jewelry** means any jewelry you acquire during the policy period.

Coverage as **newly acquired jewelry** will cease when any of the following first occur:

- a. this policy expires;
 - b. a period of 30 days has passed since you acquired the jewelry; or
 - c. you report the new jewelry to us with a request for insurance coverage, including a copy of the sales receipt and an appraisal and pay any additional premium due.
8. **Occurrence** means a single event or an accident or series of accidents caused by a single event.
 9. **Resident** means any person who physically lives with you in your household on a regular basis. Your unmarried children attending school full time, living away from home, will be considered **residents** of your household.
 10. **Service plans** include, but are not limited to, service agreements, extended warranty plans, and product protection plans.

GENERAL CONDITIONS

1. Policy Period/Territory

This policy only applies to loss or damage which occurs during the policy period as shown on the Declarations Page. Coverage extends to loss or damage which occurs anywhere in the world.

2. Misrepresentation or Fraud

All insurance provided by this policy will be null and void if you, at any time, either intentionally conceal or misrepresent any fact, regardless of materiality, or if you misrepresent or conceal any material fact regardless of intent. No action or inaction by us will be deemed a waiver of this provision.

3. Notice of Cancellation

You may cancel this policy by returning it to us or our authorized agent, or by advising us or our authorized agent in writing, stating the future date you want the policy to be cancelled.

We may cancel this policy by delivering or mailing notice of cancellation to the first named 'Insured' at the last address shown in our records at least:

- a. ten (10) days before the cancellation takes effect if:
 - i. the cancellation is for nonpayment of premium; or
 - ii. this policy has been in effect for less than sixty (60) days and is not a renewal policy.
- b. thirty (30) days before the cancellation takes effect in all other cases.

After this policy has been in effect for sixty (60) days, or if this is a renewal policy, we will cancel only:

- a. For nonpayment of premium due;
- b. for misrepresentation or fraud;
- c. for substantial breach of your duties under this policy;
- d. if the risk changed substantially since the policy was issued; or
- e. for failure to comply with our underwriting requirements within 60 days of the term effective date.

Proof of mailing of this notice to you will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy period.

This policy will terminate without any written notice and all premiums will be deemed fully earned by us when we pay for a total loss or a **constructive total loss**.

4. Return Premium

If this policy is cancelled, you may be entitled to a premium refund. If either you or we cancel the policy, any return premium will be computed on a pro-rata basis. The return premium cancellation is subject to our minimum earned premium. Any return premium will be paid to you within a reasonable amount of time after the cancellation.

5. Conformity to Statute

Any provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.

6. Policy Changes

No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

When we broaden coverage during the policy period, without charge, the policy will automatically provide the broadened coverage when effective in your state.

7. Legal Action Against Us

- a. No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- b. No suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss.

8. No Benefits to Others

No person or organization, which has custody of the **insured jewelry** and is to be paid for services, will benefit from this insurance.

9. Transfer of Interest

We do not provide coverage under this policy if you sell, assign, transfer or pledge the insured property unless prior written consent has been obtained from us.

In the event of your death, this policy will remain in effect until the end of the policy period for:

- a. persons covered under this policy at the time of your death;
- b. your legal representative while acting within the scope of duties of a legal representative; or
- c. any person having proper custody of the **insured jewelry** until a legal representative is appointed.

10. Right of Recovery

You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you. If you, or anyone acting on your behalf, take any action that impairs our right to recover, we may consider this policy void and without effect as to such loss.

In the event of a recovery, any **insured jewelry** replaced or paid for by us will become our property. You must notify us or we must notify you as soon as reasonably practical if either receives a recovery for a loss we have settled.

11. General Duties Following a Loss

You must report immediately to us or our authorized agent any accident, loss, damage, or expense which may be covered under this policy. This report should give full details about when and where the loss occurred, how it happened and the name and address of all the people involved including all witnesses. You are required to immediately notify the authorities of any theft, vandalism or malicious damage to your **insured jewelry**. You must also permit us to inspect any damage before repairs are made.

If you have a loss, you must use all reasonable means to protect your **insured jewelry** from any further damage. If you fail to do so, any further damage will not be insured by this policy.

After requested by us, you must file within ninety (90) days thereof, with us or our authorized agent, a written statement about the details of the loss. This statement must be signed and sworn by you and must include:

- a. the date, time, place and details of the loss;
- b. other insurance or **service plans** that may cover the loss;
- c. your interest and the interest of all others in the **insured jewelry** involved in the loss, including all liens and encumbrances;
- d. changes in the title of the **insured jewelry** during the policy period; and
- e. an inventory of the lost or damaged **insured jewelry**. This must show in detail the quantity, description, cost and **actual cash value** of the **insured jewelry** and the amount of the loss. Copies of all bills, receipts, appraisals and related documents that substantiate the inventory must be attached.

You, as often as we may reasonably require, will:

- a. exhibit to any person we designate all that remains of any property that may be covered under this policy;
- b. submit and subscribe to examinations under oath by any person named by us. If more than one person is examined, we have the right to examine and receive statements separately from each person and not in the presence of others; and
- c. produce for examination and permit extracts and copies of all books of account, bills, invoices, other vouchers and any other tangible items related to the claimed loss, or certified copies thereof if the originals are lost, at such reasonable time and place as may be designated by us or our representative.

You must cooperate with us in the investigation, defense or settlement of any loss.

If you do not comply with these general duties, no coverage for the loss will be provided.

12. Other Insurance

If there is other applicable insurance we will pay only our share of the damages. Our share is the percent that the limit of insurance this policy bears to the total of all insurance applicable to the **occurrence**.

If there is a **service plan**, we will pay excess the amount due from the service plan but not more than the applicable limit provided by this policy.

13. Nonrenewal

If we decide not to renew your policy, we or our authorized representative will mail to the first named 'Insured', at the address shown on the Declarations Page, written notice of nonrenewal. The written notice will be mailed to the first named 'Insured' at least thirty (30) days before the end of the policy term. If we decide not to renew your policy, our mailing of notice to the address of the first named 'Insured' shown on the Declarations Page will constitute proof of notice as of the date we mail it.

14. Salvage and Abandonment

If we pay for repair or replacement of the **insured jewelry**, we reserve the right to take possession of the remains if we elect. At our request, you will transfer the ownership of the property to us or to a salvage buyer appointed by us. Any recovery or salvage on a loss will accrue entirely to our benefit until the sum paid by us has been made up.

We are not obligated to accept any property you abandon, nor are we obligated to pay any storage fees incurred because you abandoned any property to any other person or organization.

GENERAL EXCLUSIONS

No coverage is provided under this policy for loss or damage of any type for loss caused by, resulting from or arising out of:

1. Extended Radioactive Contamination

- a. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
- d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purpose.

However, if a fire arises directly or indirectly from one or more of the above causes in item a., b., and d., then any loss or damage arising directly from that fire will, subject to the provisions of this policy, be covered. No coverage is provided for any loss or damage caused by, resulting from or arising out of nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

2. War or any warlike operation. This includes declared and undeclared wars, civil wars, revolutions or any civil unrest.
3. Delay, confiscation, nationalization or detention by Customs or other government or public authority.
4. Willful or intentional misconduct or criminal act on the part of any **insured** or during any illegal activity on the part of any **insured**.

PHYSICAL DAMAGE COVERAGE

Coverage

We will cover sudden, accidental direct physical loss or damage to the **insured jewelry**.

What We Pay

We will pay for the amount necessary to repair, replace or rebuild the **insured jewelry** with like kind and quality less the deductible for the item on the Declarations Page. Our liability for any one **occurrence** will not exceed the limit for the item on the Declarations Page.

The amount we pay will be the lesser of:

- a. your insurable interest in the **insured jewelry**;
- b. our cost to repair, replace, or rebuild the **insured jewelry** with material of like kind and quality to the extent practicable;
- c. the **actual cash value**;
- d. the limit for the **insured jewelry** on the Declarations Page;
- e. the amount determined under "Loss to a Pair, Set, or Part"; or
- f. the amount determined under "Loss to **Newly Acquired Jewelry**".

"Loss to a Pair, Set, or Part"

If there is a loss to **insured jewelry** that is part of a pair or set, or consists of several components when complete, the amount we pay will be the lesser of:

- a. our cost to repair or replace the lost or damaged part to restore the pair or set to its value just before the loss;
- b. our cost to replace the entire pair or set, or complete item; or
- c. the **actual cash value** of the lost or damaged pair or set, or complete item.

As a condition of b. and c. above, you agree to turn over to us the remaining parts of the pair or set, or complete item.

"Loss to **Newly Acquired Jewelry**"

If there is a loss to **newly acquired jewelry**, the amount we pay will be the lesser of:

- a. 25% of the total limit of insurance for all **insured jewelry** shown on the Declarations Page; or
- b. \$10,000.

When we replace or repair the **insured jewelry**, it will be from the stock of the jeweler from whom the **insured jewelry** was purchased or another jeweler who is approved by us.

If the **insured jewelry** was damaged before the loss, we will not pay to repair the prior damage.

Exclusions

We will not pay for loss, damage or expense caused by, to, or resulting from:

1. wear and tear and wet or dry rot;
2. vermin, rodents, or insects;
3. abandonment by you or anyone using the **insured jewelry** with your permission;
4. diminution of value;
5. repair or maintenance work;
6. contraband or property in the course of illegal transportation or trade;
7. gradual deterioration, inherent vice, or any quality, fault, or weakness that is intrinsic to the **insured jewelry** that causes it to damage or destroy itself;
8. any intentional act committed by an **insured**, alone or in collusion with another or at the direction of an **insured**. This exclusion applies even with respect to an **insured** who was not involved in the commission or direction of the act that caused the loss;
9. voluntary parting with title to or possession of any **insured jewelry** by an **insured** because of:
 - a. the acceptance of:
 - i. counterfeit money or fraudulent money orders;
 - ii. checks or promissory notes which are not paid upon presentation;
 - iii. credit cards that are illegally obtained and/or used; or
 - b. any other fraudulent scheme, trick or false pretense; or

Deductible

We will not pay for loss, damage or expense for one **occurrence** until the amount of the loss for the **insured jewelry** exceeds the applicable deductible for the **insured jewelry** shown on the Declarations Page.

Payment of Loss

We will pay losses within 30 days after a proof of loss is accepted by us and the earliest of the following:

- a. we reach agreement with you;
- b. final judgment is rendered in a court of law; or
- c. an appraisal award is filed with us.

Appraisal

If you dispute our evaluation of the amount of the loss under **PHYSICAL DAMAGE**, then you must submit a written request for appraisal within one year of the date of loss. You and we will then each appoint and pay for a competent and disinterested appraiser. If the two appraisers cannot agree on the amount of the loss, the appraisers or a judge of the local court of record will select an umpire who will decide any differences. The expense of the umpire and all other expenses of the appraisal will be shared equally by you and us. An award in writing by any two such persons will determine the amount of your loss. You and we will be bound by that amount.

Appraisal is not available where there is a dispute as to the existence of coverage. Nothing herein will prejudice or in any way impact our right to contest coverage and to bring suit in a court of competent jurisdiction.

This Policy is signed at the Home Office of the company by its president and secretary.

BERKLEY NATIONAL INSURANCE COMPANY
Naperville, Illinois



Ty Simmons
Secretary



Kieth Mitchell
President

SPECIMEN POLICY

Administrative Office:
757 Third Ave, 10th Floor
New York, NY 10017